

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

Case No.: 24CV1018



ZHEHAO WANG,  
Plaintiff,  
v.  
ZHIYANG DENG,  
Defendant.

**COMPLAINT / URGENT MOTION FOR TEMPORARY RESTRAINING ORDER**

**INTRODUCTION**

1. Plaintiff, Zhehao Wang, brings this action against Defendant, Zhiyang Deng, for breach of agreement and financial misconduct involving \$49,996.
2. Plaintiff seeks immediate relief, including the issuance of a Temporary Restraining Order (TRO) & Preliminary Injunction, to prevent Defendant from leaving the United States in mid-December 2024 (before this lawsuit being resolved).

**JURISDICTION AND VENUE**

3. Venue is proper under 28 U.S.C. § 1331(b)(1) as Defendant resides in Chapel Hill, North Carolina. Jurisdiction is proper as Defendant is in suspicion of violating the Investment Advisers Act of 1940, a federal statute, for practicing as investment adviser without proper qualification, wherein a federal question arises.

**PARTIES**

4. Plaintiff, Zhehao Wang, resides at 226 E 9th Street, Charlotte, North Carolina.
5. Defendant, Zhiyang Deng, is believed to reside at his last known address, 220 Elizabeth Street, Chapel Hill, North Carolina, though it is unclear if this remains his current address. Defendant holds passport number EB4678622 and phone number 984-261-7789. Defendant is graduating from the University of North Carolina at Chapel Hill in December 2024 and is preparing to leave the United States in mid-December 2024.

**FACTUAL ALLEGATIONS**

6. Defendant proposed an arrangement to Plaintiff, offering a 13% return within three months on a \$49,966 loan. To secure Plaintiff's trust, Defendant claimed to have 1 million Chinese yuan in savings in China, assuring that these funds would guarantee repayment in the event of significant financial loss. Defendant further explained that, given the bullish stock market conditions at the time, he intended to trade on Plaintiff's brokerage account to achieve returns substantially exceeding 13%. Based on these assurances and the potential for higher profits, Plaintiff agreed to lend Defendant \$49,966 and granted him access to Plaintiff's stock brokerage account to execute trades.

7. In late April 2024, Defendant incurred significant losses while trading stocks, rendering him unable to fulfill the initial agreement to repay the \$49,966 principal with 13% interest within three months. At that time, Defendant revealed to Plaintiff that the previously claimed 1 million Chinese yuan assurance fund, which he had presented as a safety net for repayment, had actually been used by his parents in China for other purposes. Defendant then proposed a new repayment agreement to address the debt. Out of sympathy, Plaintiff agreed to the Defendant's proposal. Under the new agreement, Defendant committed to repaying \$10,000 at the start of every three months, beginning in May 2024, with the full repayment of the \$49,966 debt, plus an additional 15% interest on the total principal amount, to be completed by May 2025.

8. To date, Defendant has repaid \$20,000 but failed to make the required \$10,000 payment due by November 1, 2024. This leaves an unpaid balance of \$29,966 in principal and \$7,494.9 in accrued interest.

9. Defendant has ceased communication with Plaintiff and is actively avoiding repayment obligations.

10. Defendant's likely planned departure from the United States in mid-December 2024 poses a significant risk of irreparable harm to Plaintiff's ability to recover funds. Defendant is unlikely to return to the U.S. after his departure, suggesting an attempt to evade the debt entirely.

## **LEGAL CLAIMS**

### **Count 1: Breach of Contract**

11. Defendant failed to honor repayment terms under the renegotiated agreement with Plaintiff.

### **Count 2: Financial Misconduct**

12. Defendant demonstrated financial misconduct by soliciting funds and failing to fulfill repayment obligations.

### **Count 3: Request for Injunctive Relief**

13. Defendant's imminent departure poses irreparable harm, as recovery of funds will be significantly obstructed if Defendant leaves the United States.

## **REQUEST FOR EQUITABLE RELIEF**

Plaintiff respectfully requests that this Court:

1. Grant a Temporary Restraining Order (TRO) to immediately prevent Defendant, Zhiyang Deng, from leaving the United States.
2. Notify relevant authorities, including U.S. Customs and Border Protection (CBP), to enforce the travel restriction.
3. Schedule a Preliminary Injunction hearing as soon as possible to determine whether the TRO should remain in effect until resolution of this matter.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests:

1. A Temporary Restraining Order (TRO) and Preliminary Injunction preventing Defendant from leaving the United States.
2. A judgment of \$29,966 in unpaid principal and \$7,494.9 in accrued interest.
3. Reimbursement of legal fees and costs.
4. Any other relief this Court deems just and proper.

**Dated:** 12/2/2024

**Respectfully submitted,**

**Zhehao Wang**  
226 E 9th Street  
Charlotte, NC  
zhehaow24@gmail.com  
9842615780